

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE 11-Apr-2007	4. REQUISITION/PURCHASE REQ. NO. W81EWF-5139-8632	5. PROJECT NO. (If applicable)		
6. ISSUED BY VBURG CONSOLIDATED CONTRACTING VICKSBURG OFFICE 4155 CLAY STREET VICKSBURG MS 39183-3435	CODE W912HZ	7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TYONEK MANUFACTURING LLC SCOTT M. PFEIFER 1689 C STREET SUITE 219 ANCHORAGE AK 99501-5131			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W912HZ-05-D-0013		
			X 10B. DATED (SEE ITEM 13) 16-Sep-2005		
CODE 3GS14		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Pursuant to Changes Clause					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Modification Control Number: b4ctccck071177 I have succeeded the former Contracting Officer for this action only. Reference Contract No. W912HZ-05-D-0015 for Facilities, Infrastructure, Geospatial, Homeland Security, Technical Support Services and Environmental Requirements (FIGHTER). The following change is made. Section H, Paragraph H.26, USER FUNDING FEE has been revised. CLIN 1002SB is activated with an approved catalog. This CLIN was inadvertently omitted from Modification P00012. No other changes are made.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Charlie Brown PM</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARLA C KOESTLER / CONTRACTING OFFICER TEL: 601-631-7903 EMAIL: Carla.C.Koestler@mm02.usace.army.mil		
15B. CONTRACTOR/OFFEROR <i>C Brown</i> (Signature of person authorized to sign)		15C. DATE SIGNED 11-Apr-07		16B. UNITED STATES OF AMERICA BY <i>Carla Koestler</i> (Signature of Contracting Officer)	
				16C. DATE SIGNED 11-Apr-2007	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 1201AA

The pricing detail quantity has decreased by 200,000.00 from 39,600,000.00 to 39,400,000.00.

The total cost of this line item has decreased by \$200,000.00 from \$39,600,000.00 to \$39,400,000.00.

SUBCLIN 2201AA

The pricing detail quantity has decreased by 200,000.00 from 23,600,000.00 to 23,400,000.00.

The total cost of this line item has decreased by \$200,000.00 from \$23,600,000.00 to \$23,400,000.00.

SUBCLIN 3201AA

The pricing detail quantity has decreased by 200,000.00 from 23,600,000.00 to 23,400,000.00.

The total cost of this line item has decreased by \$200,000.00 from \$23,600,000.00 to \$23,400,000.00.

SUBCLIN 4201AA

The pricing detail quantity has decreased by 200,000.00 from 23,600,000.00 to 23,400,000.00.

The total cost of this line item has decreased by \$200,000.00 from \$23,600,000.00 to \$23,400,000.00.

SUBCLIN 1002SB is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002SB		200,000	Dollars, U.S.	\$1.00	\$200,000.00

BASE PERIOD

FP-EPA

Geospatial Software Support DISCOUNT PERCENTAGE: ____15% Off
Commercial list price.

FOB: Destination

MAX NET AMT	\$200,000.00
-------------	--------------

SUBCLIN 2002SB is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002SB		200,000	Dollars, U.S.	\$1.00	\$200,000.00

OPTION FIRST OPTION PERIOD
FP-EPA
Geospatial Software Support DISCOUNT PERCENTAGE: ____15%__ OFF
COMMERCIAL LIST PRICE.
FOB: Destination

MAX NET AMT	\$200,000.00
-------------	--------------

SUBCLIN 3002SB is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002SB		200,000	Dollars, U.S.	\$1.00	\$200,000.00

OPTION SECOND OPTION PERIOD
FP-EPA
Geospatial Software Support DISCOUNT PERCENTAGE: ____15%__ OFF
COMMERCIAL LIST PRICE
FOB: Destination

MAX NET AMT	\$200,000.00
-------------	--------------

SUBCLIN 4002SB is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002SB		200,000	Dollars, U.S.	\$1.00	\$200,000.00

OPTION THIRD OPTION PERIOD -
FP-EPA
Geospatial Software Support DISCOUNT PERCENTAGE: ____15%__ OFF
COMMERCIAL LIST PRICE.
FOB: Destination

MAX NET AMT	\$200,000.00
-------------	--------------

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Page 229 is revised.

(End of Summary of Changes)

H26. USER FUNDING FEE

H26.1 The Contractor shall collect from Authorized Buyers a three (3) percent user funding fee (UFF) for Support Services and two (2) percent for all other items ordered under the contract per delivery order action. This includes all credit card orders. The UFF reimburses the Government for the costs of operating the program and recoups its operating costs. The Contractor will transfer the UFF collected to the Government one hundred eighty-two (182) days after the end of a quarter. The UFF equals the total amount obligated under the contract during the given quarter multiplied by the applicable percent (2% or 3%). The Contractor shall obtain from the Government verification of the amount of the UFF due. In the event the parties do not reach agreement on the UFF amount due, the Contractor shall remit the amount indicated by the Government and the difference may be resolved under the "Disputes" clause of this contract at the election of the contract. In consideration for the financial hardship caused by UFF that would have been required to be paid to the government prior to collection by the vendor; a one time UFF payment delay of an additional 90 days is granted for the UFF that would be due under this section on 2 July 2007. It will be due 2 October 2007.

H26.2. The UFF amount due shall be transferred by check to the "U.S. Army Engineer Research Development Center (ERDC) – Finance & Accounting Officer". To ensure that the payment is credited properly, the Contractor shall identify the check as a "User Funding Fee" and include the following information:

- (a) Account Number
- (b) Contract Number
- (c) Contract Quarter

The check shall be forwarded to the following address:

Finance & Accounting Officer, CEERD-RM-FO
Engineer Research and Development Center
Bld. 1000
3909 Halls Ferry Road
Vicksburg, MS 39181

H26.3 If the full amount of the UFF is not paid within the period shown in section H26.1, it shall constitute a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights including withholding or setoff payments and interest on the debt (see contract FAR Clause 52.232-17, Interest).

H26.4 Failure to pay the UFF in a timely manner may result in an unsatisfactory performance rating, non renewal and/or termination of this contract. Willful failure or refusal to make timely payment of the UFF constitutes a cause for terminating the Contractor for default under FAR 52.249-8, Default (Fixed-Price Supply and Services).

H26.5 UFF Special CLIN – CLIN 1111 is designated for UFF adjustments and shall be used exclusively by the VCCO Contracting Officer or VCCO COR to affect such adjustments to individual delivery orders as may be appropriate

H27. CUSTOMIZED DELIVERY ORDER

H27. 1. The purpose of this "Customized Delivery Orders" clause is to provide customers the ability to order a complete product solution on a single Delivery Order under this contract. This